

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND ROYSTON, HANAMOTO ALLEY & ABEY
FOR PLANNING, DESIGN AND PUBLIC OUTREACH SERVICES
FOR THE MURPHY AVENUE STREETScape PROJECT**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ROYSTON, HANAMOTO ALLEY & ABEY, a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to planning, design and public outreach services for CITY's Murphy Avenue Streetscape Project; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of contract execution through completion of all services set forth in Exhibit "A", unless otherwise terminated. Estimated time for completion of all services is twenty-eight (28) weeks as itemized in Exhibit "A-1". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT in accordance with CONSULTANT's Fee Proposal which is set forth in Exhibit "A". Total compensation shall not exceed Seventy Five Thousand and no/100 Dollars (\$75,000.00).

CONSULTANT shall submit invoices to CITY no more frequently than monthly. Payment shall be made within thirty (30) days of receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, age (persons 40 years or older), disability, or any other basis to the extent prohibited by federal, state, or local law. All employees of CONSULTANT shall be treated during employment without regard to their race, creed, color or national origin.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and

employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and endorsements as specified in Exhibit "C".

12. CITY Representative

Steve Lynch, Associate Planner, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Aditya Advani, ASLA, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Steve Lynch, Associate Planner
 Department of Community Development
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707

To CONSULTANT: Aditya Advani, ASLA, Principal
ROYSTON, HANAMOTO, ALLEY & ABEY
323 Geary Street, Suite 602
San Francisco, CA 94102

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

ROYSTON, HANAMOTO ALLEY & ABEY
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT "A"
SCOPE OF SERVICES
Murphy Avenue Streetscape Revitalization

Project Overview

CONSULTANT will assist CITY in the preparation of a streetscape revitalization plan for the Murphy Station Landmark District, the City of Sunnyvale's historic downtown commercial/entertainment district which is the 100 block of South Murphy Avenue. The plan will integrate this vestige of the historic downtown with the new Sunnyvale Multimodal Station and the redeveloped former Town Center Mall site and create a showcase environment for the rest of the downtown. The intent of the project is to support the overall redevelopment of Downtown Sunnyvale by integrating, connecting, and bonding the existing historic and vibrant commercial/entertainment District with the redeveloping core.

The primary goal of the project is to create a collaborative and inclusive planning process among residents, businesses, property owners, and users. CONSULTANT and CITY staff will work with a focus group of business owners, property owners, Sunnyvale's Heritage Preservation Commission, and downtown residents. Outreach on design concepts to the users of Murphy Avenue will be conducted at key points in the design process.

CONSULTANT shall work with staff to develop a plan to achieve the objectives of the project. CITY's Heritage Preservation Commission will be the primary advisory body reviewing and commenting on this plan. The City's Bicycle and Pedestrian Advisory Committee and Advisory Committee on Accessibility will also be invited to participate in reviewing and commenting on the draft proposals. The plan will be subject to final approval by the Sunnyvale City Council.

Task #1 – Project initiation, focus group formation, and data gathering.

Estimated Time to Complete – Four Weeks

CITY, with support of CONSULTANT, will establish a focus group that represents the stakeholders on Murphy Avenue. Stakeholders who will be invited to participate in a newly formed focus group will include, but will not be limited to, the following:

- Neighborhood association representatives from nearby neighborhood associations
- Downtown Association business group
- Sunnyvale Heritage Preservation Commission
- Sunnyvale Town Center Mall redevelopment developer team

CONSULTANT shall complete the information gathering portion of the study, including:

- Reviewing the existing documents regulating development on Murphy Avenue
- Surveying existing conditions on Murphy Avenue. This will consist of an inventory of existing facilities as well as right-of-way and property line information.
- Creating an existing conditions map.

Task #2 – Concept Alternatives

Estimated Time to Complete – Five Weeks

Based upon the work of the focus group, CONSULTANT shall prepare up to three design themes and associated street furniture, pavement treatments, and building façade treatments. The final product will also include a scale plan, profile drawings, artist renderings for select Murphy Avenue frontages and cost estimates for each concept.

Task #3 – Preferred Design

Estimated Time to Complete – Seven Weeks

Based upon community input, CONSULTANT shall identify a preferred design and shall develop a plan for its implementation, including materials boards, profile drawings, façade treatments and a detail cost estimate.

Task #4 – Draft Master Plan

Estimated Time to Complete – Eight Weeks

CONSULTANT shall use the streetscape treatments and design concepts developed by the focus group and public outreach process to compile a Murphy Avenue Streetscape Revitalization Plan.

This will include the development of specific capital projects that, when completed, will implement the Murphy Avenue Streetscape Revitalization Plan. Cost estimates for each capital project will be included in the plan as well.

Task #5 – Final Master Plan

Estimated Time to Complete – Four Weeks

The Murphy Avenue Streetscape Revitalization Plan will go to the Heritage Preservation Commission for a recommendation. Other Boards and Commissions may also have the opportunity to review and comment on the plan.

Following this review process, CONSULTANT shall prepare a Final Master Plan for presentation to the Sunnyvale City Council.

Following adoption by Council, CONSUTANT shall issue a final Master Plan Report and assist staff with MTC implementation grants.

ROYSTON HANAMOTO ALLEY & ABEY

MURPHY AVENUE, SUNNYVALE
STREETSCAPE REVITALIZATION MASTER PLAN
May 23, 2005

ATTACHMENT APage 9 of 13

PROJECT SCHEDULE- 28 weeks

Task 1 PROJECT INITIATION – 4 WEEKS **JUNE 8 – JULY 6**

- | | |
|---|----------------|
| 1. MEETING 1: Start up / site visit/Focus Group | June 8 |
| 2. Review all existing Data | June 8-15 |
| 3. MEETING 2: With Town Center Developer | June 15 |
| 4. Prepare Opp and Constraints Plan & Site Analysis | June 15-July 6 |
| 5. COMMUNITY MEETING 1: Listening | July 6 |

Task 2 CONCEPT ALTERNATIVES– 5 WEEKS **JULY 6 – AUG 12**

- | | |
|---|-----------------|
| 1. Prepare 3 concept plans/thematic approaches | July 6- July 13 |
| 2. Prepare image boards for thematic approaches | July 13-20 |
| 3. Prepare materials boards | July 13-20 |
| 4. Prepare profile dwgs and bldg façade treatments | July 20-27 |
| 5. Prepare gateway concepts | July 20-27 |
| 6. Prepare cost estimates for concepts | July 20-27 |
| 7. MEETING 3: Meet with Staff PM to review Alter. | July 27 |
| 8. Incorporate City Comments | July 27-Aug 3 |
| 9. Prepare renderings | July 27-Aug 3 |
| 10. COMMUNITY MEETING 2: Present to Focus Group | Aug 3 |
| 11. COMMUNITY MEETING 3: Present at Farmer's Mkt | Aug 7 (Sunday) |
| 12. COMMUNITY PROCESS 4: Heritage Preservation Comm | Aug 10 |
| 13. MEETING 4: With Town Center Developer | Aug 12 |

Task 3 PREFERRED DESIGN– 7 WEEKS **AUG 10-SEPT 27**

- | | |
|--|---------------|
| 1. Develop Preferred Plan | Aug 10-Aug 31 |
| 2. Develop Materials Boards | Aug 10-Aug 31 |
| 3. Develop Profile Dwgs, façade treatments | Aug 10-Aug 31 |
| 4. Prepare Detailed Cost estimate | Aug 10-Aug 31 |
| 5. MEETING 5: Meet with Staff PM to review | Aug 31 |
| 6. Incorporate Staff comments | Aug 31-Sept 7 |
| 7. COMMUNITY MEETING 5: Present to Focus Group | Sept 7 |
| 8. COMMUNITY PROCESS 6: Heritage Preservation Comm | Sept 14 |
| 9. COMMUNITY PROCESS 7: Planning Commission | Sept 19 |
| 10. Submit for City Council Presentation | Sept 20 |
| 11. COMMUNITY PROCESS 8: City Council | Sept 27 |

Task 4 DRAFT MASTER PLAN– 8 WEEKS **SEPT 27-NOV 22**

- | | |
|---|---------------|
| 1. MEETING 6: Meet with Staff to discuss next steps | Sept 28 |
| 2. Develop Draft Master Plan text | Sept 28-Oct 5 |
| 3. Develop Draft MP Illustrations | Oct 5- Oct 12 |
| 4. Prepare capital projects and cost estimates for each | Oct 5- Oct 12 |
| 5. Staff review time 1 week | Oct 12-Oct 19 |
| 6. COMMUNITY MEETING 9: Present to Focus Group | Oct 19 |
| 7. COMMUNITY PROCESS 10: Heritage Preserv. Comm. | Oct 26 |
| 8. Revisions and Staff review of draft MP (3 weeks) | Oct 26-Nov 15 |

9. *COMMUNITY PROCESS 11: City Council* Nov 22

Task 5 **FINAL MASTER PLAN – 4 WEEKS** Nov 22

1. Prepare Final Master Plan text Nov 22-Dec 6
2. Prepare Final Master Plan illustrations Nov 22- Dec 6
3. Submit for City Council Presentation Dec 6
4. *COMMUNITY PROCESS 12: City Council adoption* Dec 13
5. Issue final MP report Dec 20
6. Assist Staff with MTC Implementation grants Dec 20- Jan 1

Murphy Avenue Streetscape Revitalization Plan

Landscape Architectural Master Planning Services Fee Proposal

Task	Principal \$145	Associate \$100	Staff \$65
Task 1 Project Initiation/ Focus Group Formation/ Data gathering			
1.1 MEETING 1 : Introductions/ Project Start Up Meeting / Site Visit/ Formation of Focus Group	4	4	4
1.2 Review of Planning Documents, evaluate existing conditions, review existing reports and studies	0	4	0
1.3 Survey existing conditions, inventory of existing facilities, ROW and property line information	0	8	8
1.4 Project file set up/ set up base map	0	0	4
1.5 Verify existing conditions and set up base map	0	4	4
1.6 Assess cultural context- businesses, user groups, street activity zones, underutilized street space	4	4	4
1.7 Research MTC grant goals	0	4	0
MEETING 2: Introduction to Town Center Mall Developer team- understand goals and establish common ground - NOT INCLUDED	0	0	0
1.9 Prepare opportunities and constraints map for workshop	2	8	16
1.10 Prepare presentation of streetscape case studies for Community Meeting 1	2	8	16
COMMUNITY MEETING 1- Listening Meeting with public and Focus Group. Present opportunities and constraints. Lead charrette to establish desired program/ conceptual goals for revitalization	6	6	6
1.12 Project management	4	0	0
Hours Task 1	22	50	62
Labor Task 1	\$3,190	\$5,000	\$4,030
RHAA Total Task 1	\$12,220		
Task 2 Concept Alternatives			
2.1 Prepare three concept plans	4	4	40
2.2 Prepare image boards for thematic approaches	1	0	16
2.3 Prepare materials boards for the three concepts - street furniture, paving treatments, plantings	1	0	16
2.4 Prepare designs for gateway concepts	4	0	32
2.5 Prepare profile dwgs and building façade treatments - BLDG FACADES NOT INCLUDED	0	0	16
2.6 Prepare artist renderings for select Murphy Avenue Frontages (3 total)	0	0	24
2.7 Prepare cost estimates for three concept design alternatives	4	4	16
2.8 MEETING 3: Review alternatives with City	4	0	4
2.9 Incorporate City Comments and revise the alternatives as needed before presentation to public	1	2	16
2.10			
COMMUNITY MEETING 2- Present alternatives to Focus Group and public to obtain consensus on 1 preferred concept plan	6	6	6
2.11 COMMUNITY MEETING 3- Present alternatives to public at Farmer's Market. Survey public to determine preferences between alternative concepts and narrow down to 1 preferred concept plan - NOT INCLUDED	0	0	0
2.12 COMMUNITY MEETING 4- Present alternatives the Heritage Preservation Commission - study session	6	0	6
2.12a COMMUNITY MEETING 4- Present alternatives the Planning Commission - study session. At MTG 4 above	0	0	0
2.13 MEETING 4: Coordinate with Town Center Mall developer team - NOT INCLUDED	0	0	0
2.14 Project management	2	0	2
Hours Task 2	33	16	194
Labor Task 2	\$4,785	\$1,600	\$12,610
RHAA Total Task 2	\$18,995		
Task 3 Preferred Design			
3.1 Develop one preferred plan (it may be a combination of the three)	2	2	24
3.2 Develop materials boards for the preferred design - street furniture, paving treatments, plantings	0	0	16
3.3 Develop profile dwgs and building façade treatments for the preferred design -FACADES NOT INCLUDED	0	0	16
3.4 Develop artist rendering for the preferred design (2 total)	0	0	24
3.5 Prepare detailed cost estimates for the preferred design	4	0	24
3.6 MEETING 5: Review preferred design with City - AT RHAA OFFICE	2	2	2
3.7 Incorporate City Comments	0	0	16
3.8 COMMUNITY MEETING 5- Present preferred design development to the Focus Group and public	6	6	6
3.9 COMMUNITY MEETING 6- Present preferred design development to the Heritage Preservation Commission	6	0	6
3.10 COMMUNITY MEETING 7- Present preferred design development to the Planning Commission	6	0	6
3.11 Prepare for City Council presentation (power point etc)	2	0	8
3.12 COMMUNITY MEETING 8- Present preferred design development to the City Council - Study session	6	0	6
3.13 Project management	2	0	4
Hours Task 3	36	10	158
Labor Task 3	\$5,220	\$1,000	\$10,270
RHAA Total Task 3	\$16,490		

Task 4 Draft Master Plan Report

4.1	MEETING 7: Meeting with City to discuss Council direction and next steps	4	4	0
4.2	Incorporate Council and Commissions direction	2	4	16
4.3	Develop specific capital projects and cost estimate for each	8	0	24
4.4	Prepare Draft Master Plan Report - text	2	8	40
4.5	Prepare Draft Master Plan Report - illustrations	2	8	40
4.6	COMMUNITY PROCESS 9- Present Draft Master Plan Report to to the Focus Group - NOT INCLUDED	0	0	0
4.7	COMMUNITY PROCESS 10- Present Draft Master Plan Report to the Heritage Pres. Comm. - NOT INCLUDED	0	0	0
4.8	COMMUNITY PROCESS 11- Present Draft Master Plan Report to City Council	6	0	6
4.9	Project management	2	0	4
Hours Task 4		26	24	130
Labor Task 4		\$3,770	\$2,400	\$8,450
RHAA Total Task 4		\$14,620		

Task 5 Final Master Plan

5.1	Refine Final Master Plan based on Council, Commissions and Staff direction	2	2	24
5.2	Prepare Final Master Plan Report -text	2	2	16
5.3	Prepare Final Master Plan Report - illustrations	2	2	16
5.4	COMMUNITY PROCESS 12- Present Final Master Plan Report to City Council for adoption - NOT INCLUDED	0	0	0
5.5	Issue Final Report - incorporate City text, reproduction coordination etc	1	2	40
5.6	Assist City with MTC implementation grant application material as needed - NOT INCLUDED	0	0	0
5.7	Project management	2	0	4
Hours Task 5		9	8	100
Labor Task 5		\$1,305	\$800	\$6,500
RHAA Total Task 5		\$8,605		

Master Planning Fee Summary

Royston Hanamoto Alley & Abey - Landscape Architecture	\$70,930
Estimated Reimbursables	\$4,070

Site Survey - SHJ - NOT INCLUDED

\$0

Grand Total \$75,000**Exclusions/ Assumptions**

1. Additional meetings beyond those listed will be charged as extra on a T&M basis
2. Computer models, presentation models, and professional renderings beyond those listed will be charged as extra on a T&M basis
3. Community newsletter not included in fee
4. Construction drawings or specs not included

Estimate of reimbursable expenses

1. Plotting and printing = \$2500
2. Travel 12 meetings total = \$500
3. Messenger service = \$200
4. Copies of Final report = \$870 (50 COPIES)

EXHIBIT "C"
INSURANCE REQUIREMENTS

ATTACHMENT A
Page 13 of 13

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation** insurance coverage to statutory limits as may be required by law.

CONSULTANT shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONSULTANT, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.